

1 John R. MacMillan, #27912
2 MacMillan, Scholz, and Marks, P.C.
3 900 SW Fifth Avenue, Suite 1800
4 Portland, OR 97232
5 Office: (503) 224-2165
Facsimile: (503) 224-0348
Email: jmacmillan@msmlegal.com
Attorney for Plaintiff

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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF WASHINGTON
10 SPOKANE

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12 STATE FARM MUTUAL AUTOMOBILE)
13 INSURANCE COMPANY, as subrogee of)
Dylan Fewkes,) Case No.:
14 Plaintiff,)
15 vs.)
16 UNITED STATES FOREST SERVICE,)
17 Defendant.)

18 Plaintiff alleges:

19 1.

20 JURISDICTION

21 (1.1) This action is brought pursuant to Federal Tort Claims Act, 28 U.S.C. §2671, and
22 28 U.S.C. §1346(b).

23 (1.2) Venue is properly within this District under 28 U.S.C. § 1402(b) as the acts com-
24 plained of occurred in the Eastern District of Washington.

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1 2.

2 PARTIES

3 (2.1) Plaintiff, at all times material hereto, was an Illinois corporation duly authorized
4 to transact insurance business in the State of Washington.

5 (2.2) Defendant, United States Forest Service, at all times material hereto, is a department
6 of the United States of America, and is subject to the jurisdiction of this court.

7 3.

8 FACTS

9 (3.1) At all material times, Koala Drive was, and is now, a dedicated public roadway in
10 the City of Omak, County of Okanogan, State of Washington.

11 (3.2) At all material times, Dylan Fewkes ("Fewkes") was the owner and operator of a
12 2003 Chevrolet Silverado K2500 HD, and defendant United States Forest Service was the owner
13 of a Ford F150 operated by Bryan Campbell.

14 (3.3) On or about August 20th, 2019, Fewkes and defendant were operating their vehicles at or near Koala Drive in Omak, Washington. At said time, defendant did so negligently operate her vehicle so as to cause a collision with Fewkes' vehicle, causing damage to Fewkes' vehicle.

15 4.

16 DAMAGES

17 (4.1) As a direct and proximate result of the negligence of said defendant, Fewkes vehicle sustained damage in the amount of \$9,692.79.

18 (4.2) Prior to the accident set forth above, plaintiff had issued to Fewkes, as its insured,
19 a policy of automobile insurance. Pursuant to the terms of the aforementioned insurance policy,
20 plaintiff was obligated to pay, and did pay, property damage, rental and towing benefits in the
21 total amount of \$9,692.79. The amounts paid by plaintiff were reasonable.

1 (4.3) Plaintiff is hereby subrogated to all rights of its insured against defendant to the
2 extent of its payments.

3 WHEREFORE, plaintiff prays for judgment against defendant as follows:

4 (a) For property damages, rental and towing expenses in the amount of \$9,692.79;
5 (b) For statutory attorney fees pursuant to RCW 4.84.250;
6 (c) For statutory interest on the judgment pursuant to RCW 4.56.110; and
7 (d) For plaintiff's costs and disbursements and such other and further relief as the
court deems just and proper.

9 DATED this Friday, July 30, 2021.

10 MacMILLAN, SCHOLZ, & MARKS, P.C.

12 By: /s/ John R. MacMillan
13 JOHN R. MACMILLAN, #27912
jmacmillan@msmlegal.com
14 Of Attorneys for Plaintiff
MacMillan, Scholz & Marks, P.C.
900 SW 5th Avenue, Suite 1800
15 Portland, OR 97204